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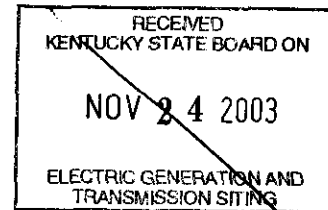
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NOV 24 2003

PUBLIC SERVICE
COMMISSION

November 24, 2003

Thomas M. Dorman, Executive Director
Kentucky Public Service Commission
P.O. Box 615
211 Sower Boulevard
Frankfort, Kentucky 40602-0615



Re: PSC Case No. 2003-00400

Dear Mr. Dorman:

Enclosed please find the Notification of No Satisfaction and Answer to Complaint for the above referenced case, along with eleven copies. Please file this and return one file stamped copy to us via the enclosed self addressed envelope.

If you should have any questions regarding this, please call me.

Sincerely yours,

Jeffrey J. Yost

Enclosures

cc: Saeid Shafizadeh, Complainant
BellSouth Mobility, LLC

JJY/kmj

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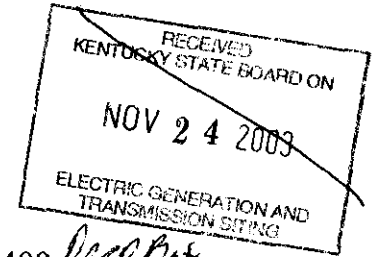
COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the matter of:

SAEID SHAFIZADEH

COMPLAINANT

CASE NO.: 2003-00400



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v.

CINGULAR WIRELESS, LLC

DEFENDANT

NOV 24 2003

PUBLIC SERVICE
COMMISSION

NOTIFICATION OF NO SATISFACTION
AND ANSWER TO COMPLAINT

BellSouth Mobility, LLC d/b/a Cingular Wireless ("Cingular"), the above named defendant, hereby notifies the Commission that it has attempted to satisfy the complaint directly with the Complainant, but those offers were rejected by the Complainant. Therefore, in accordance with the requirements of 807 KAR 5:001, Section 12(6), Cingular, for its answer to the Complaint in this proceeding, respectfully answers Complainant's individually numbered paragraphs of the Complaint as follows:

1. Cingular is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 1 of the Complaint.
2. Cingular admits that BellSouth Mobility, LLC does business in the State of Kentucky as Cingular Wireless. Cingular admits that it has retail store locations in Jefferson County, Kentucky and that it transacts business in the State of Kentucky. Cingular denies the remaining allegations contained in Paragraph 2 of the Complaint.
3. Cingular admits that it operates a wireless telephone network throughout the United States, including the State of Kentucky. The remaining allegations contained in

Paragraph 3 of the Complaint call for a legal conclusion to which no response is required. To the extent a response is required, Cingular denies the remaining allegations of Paragraph 3.

4. Cingular admits that Complainant has been a customer since at least February 10, 1995.

5. Cingular admits the allegations contained in Paragraph 5 of the Complaint.

6. Cingular is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 6 of the Complaint.

7. Cingular admits that the Complainant has had a good payment history since at least February 10, 1995.

8. Cingular admits that because Complainant's July 8, 2003 check was inadvertently applied to the wrong account, Cingular mistakenly believed that Complainant had not paid his June 18, 2003 bill.

9. Cingular admits that Complainant disputed Cingular's belief that Complainant had not paid his June 18, 2003 bill. Cingular is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 9 of the Complaint.

10. Cingular denies the allegations contained in Paragraph 10 of the Complaint.

11. Cingular admits that Complainant was sent a Past Due Notice dated August 6, 2003. Cingular is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 11 of the Complaint.

12. Cingular is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 12 of the Complaint.

13. Cingular admits that as a result of Cingular's mistaken belief that Complainant had not paid his June 18, 2003 bill, Complaint's wireless service was suspended or disconnected on the following dates: July 25, 2003 (restored the same day), August 8, 2003 through August 12, 2003, and August 25, 2003 through November 6, 2003. Cingular denies the remaining allegations contained in Paragraph 13 of the Complaint.

14. Cingular admits that as a result of Cingular's mistaken belief that Complainant had not paid his June 18, 2003 bill, Complaint's wireless service was suspended or disconnected on the following dates: July 25, 2003 (restored the same day), August 8, 2003 through August 12, 2003, and August 25, 2003 through November 6, 2003. Cingular is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 14 of the Complaint.

15. The allegations in Paragraph 15 of the Complaint call for a legal conclusion to which no response is required. To the extent a response is required, Cingular denies the allegations in Paragraph 15 of the Complaint.

16. The allegations in Paragraph 16 of the Complaint call for a legal conclusion to which no response is required. To the extent a response is required, Cingular denies the allegations in Paragraph 16 of the Complaint.

17. The allegations in Paragraph 17 of the Complaint call for a legal conclusion to which no response is required. To the extent a response is required, Cingular denies the allegations in Paragraph 17 of the Complaint.

18. The allegations in Paragraph 18 of the Complaint call for a legal conclusion to which no response is required. To the extent a response is required, Cingular denies the allegations in Paragraph 18 of the Complaint.

19. The allegations in Paragraph 19 of the Complaint call for a legal conclusion to which no response it required. To the extent a response is required, Cingular denies the allegations in Paragraph 19 of the Complaint.

20. Cingular admits that as a result of Cingular's mistaken belief that Complainant had not paid his June 18, 2003 bill, Complainant's wireless service was suspended or disconnected on the following dates: July 25, 2003 (restored the same day), August 8, 2003 through August 12, 2003, and August 25, 2003 through November 6, 2003. Cingular further admits that during this time, Complainant may have received a message on his phone he should contact Cingular's customer service department regarding his bill. Cingular denies the remaining allegations contained in the Complaint.

21. Cingular admits that as a result of Cingular's mistaken belief that Complainant had not paid his June 18, 2003 bill, Complaint's wireless service was suspended or disconnected on the following dates: July 25, 2003 (restored the same day), August 8, 2003 through August 12, 2003, and August 25, 2003 through November 6, 2003. Cingular further admits that during this time, Complainant may have been automatically redirected to a customer service representative when he attempted to place a call. Cingular denies the remaining allegations contained in Paragraph 13 of the Complaint.

22. Cingular is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 22 of the Complaint.

23. Cingular admits that Complainant paid his June 18, 2003 bill. Cingular denies the remaining allegations contained in paragraph 23 of the Complaint.

24. Cingular denies the allegations contained in Paragraph 24 of the Complaint.

25. Cingular denies the allegations contained in Paragraph 25 of the Complaint.

26. Cingular denies the allegations contained in Paragraph 26 of the Complaint.

27. The allegations in Paragraph 27 of the Complaint call for a legal conclusion to which no response is required. To the extent a response is required, Cingular denies the allegations in Paragraph 27 of the Complaint.

28. Cingular admits that throughout the period of dispute, Complainant continued to pay his wireless bills.

29. Cingular is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 29 of the Complaint.

30. The allegations in Paragraph 30 of the Complaint call for a legal conclusion to which no response is required. To the extent a response is required, Cingular denies the allegations in Paragraph 30 of the Complaint.

31. Cingular denies the allegations contained in Paragraph 31 of the Complaint.

32. The allegations in Paragraph 32 of the Complaint call for a legal conclusion to which no response is required. To the extent a response is required, Cingular denies the allegations in Paragraph 32 of the Complaint.

33. Cingular admits that Cingular has advised Complainant that Complainant may set up a password of his choosing on his account so that the last four digits of Complainant's Social Security Number will not be used. Cingular admits that Complainant has not availed himself of this option. Cingular denies the remaining allegations contained in Paragraph 33 of the Complaint.

34. Cingular admits that Cingular has advised Complainant that Complainant may set up a password of his choosing on his account so that the last four digits of Complainant's Social Security Number will not be used. Cingular admits that Complainant has not availed

himself of this option. Cingular denies the remaining allegations contained in Paragraph 34 of the Complaint.

35. Cingular denies the allegations contained in Paragraph 35 of the Complaint.

36. Cingular is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 35 of the Complaint.

37. Cingular denies the allegations contained in Paragraph 37 of the Complaint.

WHEREFORE, Cingular respectfully requests that the Commission:

- A. Dismiss the Complaint with prejudice; and
- B. Provide any and all other proper relief to which Cingular may appear entitled.

Respectfully submitted,



Jeffrey J. Yost
Mary Elisabeth Naumann
Jackson Kelly PLLC
175 East Main Street, Suite 500
Lexington, Kentucky 40507
(859) 255-9500
Counsel for Cingular

CERTIFICATE OF SERVICE

This will certify that a true copy of the foregoing Answer was served by regular U.S. mail postage prepaid, on the 24th day of November, 2003, on:

Saeid Shafizadeh, Complainant
Attorney at Law
P.O. Box 21244
Louisville, Kentucky 40221



Jeffrey J. Yost

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